

<b>REQUEST FOR QUOTATIONS</b> (THIS IS NOT AN ORDER)			THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE OF PAGES 1 19	
1. REQUEST NO. 386-06-014		2. DATE ISSUED 06-15-2006		3. REQUISITION/PURCHASE REQUEST NO. 386-0000-3-05052		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	
5A. ISSUED BY Regional Acquisition & Assistance Office USAID/New Delhi American Embassy, Shantipath Chanakyapuri, New Delhi 110 021 (India) Tel: 91-11-24198796, Fax: 91-11-24198390						6. DELIVER BY (Date)	
5B. FOR INFORMATION CALL: (No collect calls)						7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
NAME  Ms. Reema Walia				TELEPHONE NUMBER AREA CODE NUMBER 91-11-24198032		9. DESTINATION	
8. TO:						a. NAME OF CONSIGNEE	
a. NAME (To Prospective Offerors)				b. COMPANY		b. STREET ADDRESS	
c. STREET ADDRESS						c. CITY	
d. CITY				e. STATE		f. ZIP CODE	
				d. STATE		e. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE ON OR BEFORE CLOSE OF BUSINESS (Date) <b>June 30, 2006</b>				<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.			
<b>11. SCHEDULE (Include applicable Federal, State and local taxes)</b>							
ITEM NO. (a)	SUPPLIES/SERVICES (b)			QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Services to be provided as per Statement of Work attached. The Solicitation is also posted at our Mission website at <a href="http://www.usaid.gov/in/">http://www.usaid.gov/in/</a>						
12. DISCOUNT FOR PROMPT PAYMENT				a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS NUMBER PERCENTAGE
NOTE: Additional provisions and representations <input type="checkbox"/> are <input checked="" type="checkbox"/> are not attached.							
13. NAME AND ADDRESS OF QUOTER				14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER							
b. STREET ADDRESS				16. SIGNER			
c. COUNTY				a. Name (Type or print)		b. TELEPHONE	
						AREA CODE	
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)			NUMBER	

52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.243-1	CHANGES--FIXED-PRICE	AUG 1987
52.243-2	CHANGES-COST REIMBURSEMENT	AUG 1987

**A.1 52.213-4 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS  
(OTHER THAN COMMERCIAL ITEMS) (JUL 2005)**

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:
- 1) The clauses listed below implement provisions of law or Executive order:
    - (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
    - (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
    - (iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
    - (iv) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (EOs, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
    - (v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
    - (vi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
  - (2) Listed below are additional clauses that apply:
    - (i) 52.232-1, Payments (Apr 1984).
    - (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
    - (iii) 52.232-11, Extras (Apr 1984).
    - (iv) 52.232-25, Prompt Payment (Oct 2003).
    - (v) 52.233-1, Disputes (Jul 2002).
    - (vi) 52.244-6, Subcontracts for Commercial Items (Dec 2004).
    - (vii) 52.253-1, Computer Generated Forms (Jan 1991).
- (b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:
- (1) The clauses listed below implement provisions of law or Executive order:

- i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).
- (vi) 52.222-41, Service Contract Act of 1965, As Amended (JUL 2005) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (AUG 2003) (E.O. 13148) (Applies to services performed on Federal facilities).
- (viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--
  - (A) Is set aside for small business concerns; or
  - (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)
- (ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

- (x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)
- (xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d)).)
- (2) Listed below are additional clauses that may apply:
  - (i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005) (Applies to contracts over \$25,000).
  - (ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).
  - (iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).
  - (iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).
- (c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

- (d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--
  - (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
  - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or

negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

- (f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.
- (g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

A Blanket Purchase Agreement (BPA) is hereby established between the Contractor and the United States Agency for International Development under the following terms and conditions incorporated in this BPA:

**ADMINISTRATIVE DATA**

Primary Point of Contact:

Regional Contracting Officer

(Provide complete name, title,  
corporate address, electronic  
mail address and phone number)

Marcus A. Johnson Jr.

USAID/New Delhi  
American Embassy  
Shantipath, Chanakyapuri  
New Delhi-110 021 India  
General Tel: 91-11-198000  
Direct Tel: 91-11-24198796  
Office Fax: 91-11-24198390  
Email: marcusjohnson@usaid.gov  
IndiaRCO@usaid.gov

Alternate Point of Contact:

Reema Walia

Direct Tel: 91-11-24198032  
Email: rwalia@usaid.govAre you a U.S. Small Business under NAIC Code 541990 (FAR PART 19.102)?  
YES NOAre you a U.S. Small Business Administration (SBA) certified U.S. Small  
Disadvantaged Business (SDB)? YES NO

Are you a U.S. based Woman-Owned Business? YES NO

CAGE CODE:

DUNS NUMBER:

U.S. Tax Identification Number (TIN):

Non-U.S. Tax Identification Number (TIN) (specify country):

Cognizant DCAA Office (Include  
complete address):  
(other auditing activity may be  
listed)

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**AUTHORITY**This BPA is entered into pursuant to the Federal Acquisition Regulation  
Part 13.303-2.

**DESCRIPTION OF AGREEMENT**

Under this agreement, the BPA holder shall provide "services as per Annexure 1 of Work (attached)." The Solicitation is also posted at our Mission website at <http://www.usaid.gov/in/>

The described or services shall be provided when ordered by an authorized Contracting Officer during the specified period stated in the paragraph titled "Term of BPA". This BPA is for support to United States Agency for International Development (including geographically separated units and operating locations) only.

**SERVICES AVAILABLE UNDER THIS BPA**

Annexure 1 details all services, with accompanying rates and category descriptions, which may be ordered under this BPA.

**PREVAILING TERMS AND CONDITIONS**

All orders placed against this BPA are subject to the terms and conditions of the all clauses and provisions in full text or incorporated by reference herein:

**A.2 SEGREGATION OF COSTS**

- a. The "Payments under Time-and-Materials and Labor-Hour Contracts" clause provides for reimbursement to the contractor of costs incurred for certain items and services purchased directly for the contract, subject to certain limitations set forth in the clause. Such items may include the lease/purchase of equipment, travel expenses for Government-directed travel, consumable materials, tuition and registration fees for specialized training, and other services or items acquired for the Government's account under the Government Property clause. The items and services which the BPA holder is authorized to purchase on a cost-reimbursement basis shall be limited to only those specific items and services described in the order(s) issued to the BPA holder as authorized for purchase.
- b. The BPA holder shall segregate costs associated with materials and other items authorized to be purchased on a cost-reimbursement basis (to be specified in each order) from other costs associated with the performance of this contract in such a manner that at any time the costs subject to reimbursement under each order shall be readily ascertainable.
- c. The "Ceiling Price" referred to in the "Payments under Time and Materials and Labor-Hour Contracts" clause shall be the ceiling price as stated in each order.

**A.3 REPRESENTATIVE OF THE CONTRACTING OFFICER**

- a. The following named Contracting Officer's Technical Representative (COTR) at the appropriate ordering Program Office is (are) authorized to act as an official representative of the Contracting Officer.

(To be specified when Contract is issued)

- b. The above are designated by the Contracting Officer and are authorized to act within the limitations specified herein and written restrictions specifically imposed under the terms of the order and by the Contracting Officer. This authority shall extend to the following: inspection, acceptance, or rejection of work.
- c. This designation does not include authority to direct changes in scope, price, terms or conditions of the contract or order. The authority herein also does not include authority to execute modifications to the contract or order, which require the signature of the Contracting Officer, or to bind the Government by contract in terms of a proposed contract change.

#### A.4 TASK ORDERS

- a. The BPA holder shall furnish all the necessary qualified personnel, materials, facilities and management resources to furnish the services set forth in the Statement of Objectives (SOO) or the Performance Work Statement (PWS) within the terms specified and at the price(s) stated.

#### A.5 LABOR HOUR ORDERS

- a. It is intended that the majority of orders issued for performance under this BPA will Cost Reimbursement type. This section applies to such orders only.
- b. The BPA holder shall furnish all the necessary qualified personnel, materials, facilities and management resources to furnish the services set forth in the Statement of Work within the terms specified and at the price(s) stated. All orders will be issued and modified at the labor rates in effect at the time the work is performed.
- c. It is understood and agreed that the BPA holder shall use in the performance of the contract, the labor categories and hours specified in each order.
- d. The labor categories and hours specified in each order represent the current best estimate of the services to be performed. To enhance flexibility and to allow the BPA holder to determine the optimum labor mix for the order the BPA holder may without notice to the Government, increase or decrease the number of hours for each category specified in the individual order by no more than NIL %. These adjustments are allowable only to the extent that the ceiling price and the total number of hours of the labor CLIN(s) are not exceeded. The BPA holder will not be paid more than the ceiling price of any individual order.
- e. Government Reimbursement of BPA holder-Incurred Training Costs in Support of Mission-Unique United States Agency for International Development Requirements. BPA holder personnel are required to possess all the skills necessary to support at least the minimum requirements of the Performance Work Statement (PWS) tasking for the labor category under which they are performing. Training to meet such minimum requirements must be provided by the BPA holder and is included in the fixed price labor



rates. In situations where the "Government User" being supported by an order under the basic contract requires some "unique" level of support beyond the minimum requirements of the PWS because of program/mission-unique needs, then the BPA holder may directly charge the Task order (in the same manner as one might charge work-related TDY expenses) in order to obtain the unique training required for successful support if authorized in the order. Such education/training might be provided by Government entities or by "third party" private entities such as companies who specialize in providing professional or specialized training/education seminars/classes. Direct labor expenses, and travel related expenses allowable under the Joint Travel Regulations (JTR), may be allowed to be billed on a cost reimbursement basis. Tuition/Registration/Book fees (costs) that may be applicable to an individual course/seminar may be recoverable as a direct cost if specifically authorized in a particular order. Documentation (in the form of an United States Agency for International Development Program Office signed memorandum that such contemplated labor, travel, and costs to be reimbursed by the Government are mission essential and in direct support of "unique" or special Program Office requirements) will be required to support the billing of such costs against the order, which authorized payment, therefore.

- f. In the event the BPA holder expends fewer hours than set forth in the individual order, the total order shall be adjusted to reflect the actual number of hours expended and the final order price. In no case will the final price exceed the ceiling price of the order.
- g. Notwithstanding any other provision, the BPA holder shall maintain sufficient accounting records for verification of the hours and categories of labor incurred in the performance of each order. It is further understood and agreed that the accounting records shall be available for Government review during the performance of the contract and until three years after final payment under the contract. In the event subcontract labor is included in the labor effort contained in paragraph (c) above, the foregoing records provisions shall be included in all applicable subcontracts.
- h. Payment under individual orders for CLINs (to be specified in order) will be in accordance with FAR 52.232-7 entitled "Payments under Time-and-Materials and Labor-Hour Contracts." Withholding of amounts due as contemplated by the clause will apply to the total contract and not to individual orders. Withholding will not exceed \$50,000.00 for the entire contract, regardless of the number of orders issued against the contract, and will apply to the first order and continue until the maximum withholding amount is reached. To facilitate closeout of early orders, the amount withheld may be transferred to any subsequent active order. Ceiling price, as used in the clause, applies to each individual order, not to the total contract.

## A.6 TRAVEL

The Government will reimburse the cost of travel required in conjunction with performance of orders issued under this contract. Reimbursement for travel is limited to that required in the performance of the order. Specific Government direction to attend meetings or gather

information shall be reimbursed on a cost-reimbursable basis only. Local travel or the relocation of BPA holder personnel from other geographic areas for the purpose of staffing an order, are not subject to reimbursement. The Government will not pay travel charges for travel to and from the BPA holder employee's home and USAID at the US Embassy, New Delhi Office) or to and from one company building to another (either within a company or to and from a prime to a sub company). Travel costs subject to reimbursement are limited to travel occurring at the direction of the Government, performed in conjunction with a specific requirement for a trip authorized in the order. Any administrative/clerical support travel costs shall be considered and approved by the Contracting Officer on a case-by-case basis.

## A.7 NONPERSONAL SERVICES

- a. In performance of this contract, the BPA holder will provide support in the form of services required by program offices to support management of their overall mission. This will be based upon the order's performance work statement for the specific effort. Orders will be formally issued to the BPA holder as opposed to individual BPA holder employees.
- b. The services required under the Agreement constitute professional and management services within the definition provided by FAR 37.201. Under this Agreement the Government will obtain professional services, which are essential to the United States Agency for International Development mission but not otherwise available within United States Agency for International Development.
- c. The Government will neither supervise BPA holder employees nor control the method by which the BPA holder performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual BPA holder employees. It shall be the responsibility of the BPA holder to manage their employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the BPA holder feels that any actions constitute, or are perceived to constitute personal services, it Contracting Officer immediately.
- d. These services shall not be used to perform work of a policy/ decision making or management nature. All decisions relative to programs supported by BPA holders will be the sole responsibility of the Government. Support services will not be ordered to circumvent personnel ceilings, pay limitations, or competitive employment procedures.

## A.8 TERM OF BPA

This BPA expires on 08-31-2007 or such later ending date as determined by the exercising of the four, one-year Option periods. In no event shall the BPA exceed 5 years.

## A.9 OBLIGATION OF FUNDS

This BPA does not obligate any funds. The Government is obligated only to the extent of authorized orders actually issued under the BPA by the Contracting Officer.

The total estimated value of each Order resulting from this BPA will not exceed \$100,000.00 per year and not more than \$500,000.00 over the maximum five year period , if all option are exercised.

## A.10 AUTHORIZED USERS

Government Contracting Officers representing United States Agency for International Development are the only users authorized to place orders under this BPA. Any authorized user shall only be allowed to issue an order under this BPA if funds are certified and the BPA awarding office's Task Order number is assigned. BPA holders shall not accept or perform any purported order that does not contain a Task Order number.

## A.11 ORDERS

- a. Order Management Requirements: Delivery of services shall be implemented only if directed by a written order. The BPA holder shall respond in no more than **30** working days from the issuance of the order to identify the Contractor's Task Leader. The Contractor's Task Leader shall arrange for a meeting between the BPA holder Task Leader and the COTR to obtain the necessary detailed information to proceed with the task.
- b. Order Procedures: Each Request for Proposal for an order will contain a Statement of Objectives (SOO), or other performance based work statement, describing the program to be supported, a description of the task, evaluation criteria, the deliverables, an order start and completion date, and the COTR. The BPA holder(s) solicited will respond to the SOO with a Performance Work Statement (PWS), a proposed technical solution including labor mix and hours, and a proposed ceiling or fixed price for the order. Note: The Government will accept order proposals only from BPA holders that it has solicited. The PWS and labor mix will be incorporated into any resulting order. The proposed technical solution may also be incorporated in the order. The BPA holder on a per site basis will assign the Task Leader.
- c. Order Accounting: The BPA holder's order accounting system shall provide traceability of all labor hour and cost reimbursable elements (e.g. travel, material, other authorized direct costs) ordered by each program's funding citation's Accounting Classification Reference Number (i.e. "acrn" assigned at the "SubCLIN" level in Section B), if required by the program office. Otherwise, traceability shall be at the CLIN level, to include segregation by Government appropriation (i.e. "color of money"), set forth in the order. Under no circumstances will any invoice exceed the period of performance, hours or dollar amount (ceiling price) for any funded order. The BPA holder will separately

track and invoice US Government and FMS charges. All invoices submitted or payment shall clearly identify:

1. Government order number.
  2. Period of performance
  3. Amount due by CLIN
  4. Labor hours provided per labor category
- d. The BPA holder shall prepare and maintain a Funds and Man-hour Expenditure Report for each order. The BPA holder will submit reports, in contractor format, to the COTR and Contracting Officer on a regular basis as defined by each order. Reporting shall include schedule by task, labor hour expenditures by labor category by task, cost reimbursable elements, calendar of supported travel, reviews, meetings and briefings, deliverables status and an estimated completion date. The report shall also identify the most significant cost driver(s) for each task (i.e. Schedule, Type of Program, and Complexity), the value of the driver, and a brief explanation. The Government shall identify a standard set of activities and definitions. For each task, the BPA holder shall identify the approximate percentage of hours allocated to those activities. Until such a time as the Government provides this standard set of activities, the BPA holder will not be required to provide this information. The Funds and Man-hour Expenditure Report will be prepared and submitted by those individuals covered by company overhead and will not be directly charged to any specific labor category on a specific order. These reports will be submitted electronically.
- e. Closeout Procedures: To facilitate closeout of individual orders placed under this BPA, within thirty (30) days of completion of any individual order, the BPA holder shall present a final invoice to the Contracting Officer that contains a complete accounting of hours expended by category, the prices associated with those hours, any cost reimbursable expenses, and a proposed final price. If the Government concurs with the invoice and the proposed final price is within the ceiling price of the order, the Government will issue an order modification converting the order to a firm fixed price order at the proposed final price.

## A.12 PERFORMANCE

The following terms and conditions are applicable:

- a. All services will be initiated within 45 calendar days following receipt of a valid order, unless otherwise specified in the order.
- b. The BPA holder shall be familiar with Federal Government and United States Agency for International Development Acquisition Regulations, Directives, and instructions. If a particular document is required in a specific order, it will be cited within the order's PWS.
- c. The BPA holder shall not provide technical direction to any other acquisition BPA holder(s) or government personnel at any time. Neither shall the Government directly supervise BPA holder employees. The BPA holder Task Leader should conduct Day to day supervision of BPA holder personnel wherever the BPA holder personnel are located. All direction

of the BPA holder shall be through the Contracting Officer (CO) of the ordering organization specified in each individual order. Technical "tasking" assignments for the BPA holder will be transmitted by the program office's COTR (or program manager) to the BPA holder's Task Leader.

- d. The "ordering period" will run from BPA award to 08-31-2007, or until such ending date of any option year, which may be exercised under the contract. The "performance period" will terminate with the end of the contract, unless the ordering CO elects to extend performance as provided under the contract. The BPA permits extended performance beyond the period of individual Orders. If the ordering CO elects to extend performance beyond the end of the BPA, the cognizant CO may extend performance up to six (6) months beyond the end of the order period.
- e. Capitalization Requirements: The BPA holder shall provide their employees sufficient computer equipment to support orders. The BPA holder shall be able to support the automatic transmission of unclassified data only to the requiring Program Office by modem if so requested. Any computers connected to, or transmits to (connected or via magnetic media) the government shall be properly protected from computer viruses. The BPA holder shall be capable of supporting the software packages utilized by United States Agency for International Development for the indicated processors. Specific software packages utilized within a program office shall be stated in the order PWS if it is other than Microsoft Office Professional or Microsoft Project.
- f. Cancellation: This BPA may be canceled if the BPA holder fails to perform in accordance with the terms and conditions of the BPA or any order established under this BPA, or if deemed as in the best interests of the Government. The BPA holder must strictly comply with all terms and conditions or the United States Agency for International Development/CO Contracting Officer may determine that performance by the BPA holder has been unsatisfactory and cancel this BPA.

### A.13 MANAGEMENT CONTROL

The BPA holder shall provide to Contracting Officer (CO) a list of all teaming partners or subcontractors within 45 calendar days after order award. As subcontractors or teaming partners are added, and/or deleted, an updated listing will be provided to the CO within 30 calendar days of such change. All BPA holder personnel shall display identification badges at all times while charging hours to the order or at a government or government contractor location. Authorized Government personnel shall accompany all visits to United States Agency for International Development Program Offices, unless other specific arrangements have been made.

### A.14 INVOICES

- a. Inspection and acceptance shall be accomplished as follows The Government for all services furnished under any resulting order hereby designates the COTR in the program office as the point of final inspection and acceptance. The BPA holder will submit each invoice, including all back-up data, to the Contracting Officer (CO) for review

and signature. When the CO receives an accurate and complete invoice, he/she will return a signed copy to the BPA holder within five (5) working days. If the invoice is incomplete or inaccurate, the CO will return the unsigned invoice to the BPA holder for correction. The Contracting Officer will then forward the signed invoice to the Chief Financial Officer (CFO) for payment. Final payment for each order will be accomplished by final invoice accompanied by a receiving report.

- b. An itemized invoice shall be submitted to the CO at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received. Copies of delivery tickets shall support these invoices. "Approved-for-payment" invoices will be submitted to the payment address specified on each individual order issued under this BPA.

#### **A.15 OPTION TO EXTEND THE TERM OF THE BPA**

- a. The Government may extend the term of this BPA by written notice to the Contractor at any time prior to the expiration of the BPA, provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the BPA expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended BPA shall be considered to include this option provision.
- c. The total duration of this BPA, including the exercise of any options under this clause, shall not exceed the performance period of 5 years and 6 months.

## PERFORMANCE WORK STATEMENT

## ANNEXURE #1

**I. Background**

Services to undertake a variety of tasks in the design, implementation, monitoring evaluation of Mission programs and activities.

There are previous activities/contracts but did not include all the requirement that is being sought in this RFQ. There is no incumbent or previous requirement exactly like this one.

**II. Title**

Support Services to USAID/India

**III. Objective**

Flexible mechanism that enables access to a wide array of logistical, technical and analytical services with relative ease.

**IV. Proposed Service Areas/ Areas of Technical Assistance**

**A. Facilitation:** The contractor is expected to provide the following:

- 1) Logistics planning and coordination: The contractor will provide, using in-house staff, logistical support for focus group meetings and to subject matter expert teams in the conduct of their activities. Also, the contractor will provide coordination services for any of the tasks described in this scope.
- 2) Report writing: The contractor will use in house staff or sub-contract external writers for report writing that will include efficient note-taking at events such as conferences, workshops, seminars, focus groups with a report-out which succinctly captures significant issues discussed and areas of importance. The report writers must have the ability to use discretion on categorizing discussed key issues and subjects and producing good quality minutes and notes. The contractor will be expected to provide professional writers and editors for report writing.
- 3) Event moderation: The contractor must provide senior (7+ years) and middle level staff (4-7 years) to facilitate meetings that will include but not be limited to roundtables and focus groups. These moderators must demonstrate the ability to direct a discussion to constructive conclusions.
- 4) Workshop design and materials preparation: The contractor will provide senior and mid level staff to assist in workshop design and the development of materials to support workshop sessions.
- 5) Speakers: The contractor will provide or facilitate USAID- identified specialized (local as well as international) speakers for meetings, conferences, round tables and retreats.

6) The contractor will provide senior and mid level staff to assist in team building exercises which would include designing sessions, facilitation, providing experts etc.

**B. Evaluations, analyses and studies:** This component will require the contractor to provide in-house staff or sub contract subject matter experts (senior (7+years), middle (4-7 years) and junior level (2-4 years)) and organizations in specialized technical fields. Some activities may require international subject matter experts for specific assignments and it will be the responsibility of the contractor to initiate international contracting procedures to engage international consultants. Highly competent and experienced subject matter experts will be required who may be competitively chosen, or be pre-selected by USAID activity managers. The subject matter experts will be expected to render short term services. The subject matter experts and organizations will be required to:

1) Execute evaluations, assessments and reviews of activities. The experts should be willing to travel to field sites and meet stakeholders and other partners.

2) Conduct Studies/Analyses. The contracted consultants may be required to conduct studies and analyses of a wide range of activities. The studies may entail desk research, web-based research, phone surveys, questionnaire-based surveys, personal interviews, group discussions, rapid analysis through secondary research, etc. The contractor should be prepared to respond to USAID analytical and methodological requirements.

3) Review and comment on research designs for independent studies and on the quality and adequacy of studies conducted by other USAID implementers.

4) Undertake project activity or component designs.

5) Provide any other service for the offices in the Mission (e.g. access to and collation of economic or social data that will inform new activity design, mid term course change, etc.).

**C. Specialized technical assistance** - This component will require the contractor to provide in-house staff or sub contract subject matter experts senior (7+years), middle (4-7 years) and junior level (2-4 years) and organizations in specialized technical fields for providing technical support to a program, activity or a partner organization.

**D. Partnerships/Alliance Building Activities:** A very important programming principle which the Mission in India promotes is that of public-private alliances. The Mission teams are mandated to forge strong, effective alliances in their sectors. The following assistance from this contract will be solicited:

1) Organization and facilitation of road shows highlighting USAID programs, objectives and opportunities therein for private and non-traditional sector (businesses, philanthropic foundations, business foundations, associations, etc.) participation.



2) Development and implementation of annual business plans for the Mission and/or individual USAID teams, for integrating alliances and partnerships with non-traditional partners as a way of doing business. Such plans will necessarily include business development and implementation plans as well as organizational development plans and human resource development and management plans.

3) The contractor must have strong in-house staff to facilitate the above activities and must have the ability to procure international consultants.

**E. Communications/Publicity:** The contractor must have in-house communication capabilities in order to provide assistance to USAID in the following areas:

1) Coordinate with USAID staff to ensure media presence at USAID project events.

2) Arrange for publicity.

3) Facilitate media training courses (logistic support and arranging resource persons).

4) Scan media coverage of our events and give an evaluation report (methodology to be determined by USAID communications team).

5) Assist with road shows.

6) Assist with focus group meetings to check public opinion on key issues for USAID and on the perception of USG assistance or USAID's work in general.

## **V. General Expectation of the Selected Contractor**

1. Strong in-house capabilities and rapid response subcontracting for activities mentioned above.

2. High quality facilitation and technical assistance services.

3. For all arrangements for services and logistics the contractor should first attempt to use in-house capability and if not feasible, then with CTO authorization, sub contract outside organizations/individuals.

5. The contractor should be prepared to accept requests for tasks from various offices within the Mission with relatively short deadlines.

6. In addition to the above, the contractor may be required to provide subcontracting or subgrant-making of commodities and equipments (such as computers, health/medical related equipment, books, and scientific, professional or technical resource materials) for special activities.

## (ANNEXURE #2)

**EVALUATION CRITERIA FOR COMPETITIVE PROCUREMENT**

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price, and other factors considered using the Best Value/Trade-off method of evaluation.

Technical and past performances and other non-cost/price factors, when combined, are of relatively EQUAL weight to cost/price factor.

**1. TECHNICAL CRITERIA**

The following criteria will serve as basis for evaluating the technical proposal.

**A. Institutional Capacity**

- Demonstrated institutional and managerial capacity through qualification of in-house staff and physical assets to execute the requirement.

**B. Past Performance**

- Demonstrated previous relevant (size and scope) performance under prime or subcontract(s) to US or another country Government or donor entity or corporation.

**2. COST**

In order to facilitate take a meaningful comparison of cost factors the offerors are requested to furnish the cost budget in following format only:

**1. Total Direct Labor**

Number of staff /professional and rates

Type-

Level 1 (junior level),

Name: Daily rate charge \$\_\_\_\_\_

Educational Qualification and Experience

Name: Daily rate charge \$\_\_\_\_\_

Educational Qualification and Experience

Level 2, (mid-level)

Name: Daily rate charge \$\_\_\_\_\_

Educational Qualification and Experience

Name: Daily rate charge \$\_\_\_\_\_

Educational Qualification and Experience

Level 3, (Senior-level)

Name: Daily rate charge \$\_\_\_\_\_

Educational Qualification and Experience

Name: Daily rate charge \$\_\_\_\_\_

Educational Qualification and Experience

2. Indirect Cost rate structure, if any

3. Reasonableness of staff salaries and fringe benefit to be billed under proposed BPA.

4. Fixed Fee (%) \_\_\_\_\_

Fee/profit is the percentage that will be charged on the daily rate on direct labor cost and other direct costs, and indirect cost such as overhead and general and administrative (G&A), if any. Daily rates are to be stated as fully burden, that is, stated with all labor cost associated with hiring the individual such as fringe benefits for a workday of 8 hours in duration. Offerors may add more than two individual and state their rates.